

LIMITED PRODUCT WARRANTY

Trademarks & Copyrights

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Evergreen Upgrade Platform Limited Warranty

Evergreen Technologies, Inc. (Evergreen) warrants that the Evergreen AcceleraPCI upgrade platform, if properly used and installed, is free from defective material and workmanship and, subject to the conditions set forth below, agrees to repair or replace any part of a product which proves defective by reason of improper workmanship or materials without charge for parts and labor. This warranty excludes CPUs and/or heatsink/fans and/or memory purchased from other vendors.

Evergreen extends a limited three-year warranty to this product. If the Evergreen AcceleraPCI upgrade platform, which is subject to this limited warranty, fails during the warranty period for reasons covered by the limited warranty, Evergreen, at its sole option, will: REPAIR the Evergreen AcceleraPCI upgrade platform by means of hardware and/or software; OR REPLACE the Evergreen AcceleraPCI upgrade platform with another Evergreen AcceleraPCI upgrade platform; OR if Evergreen is unable to repair or replace the Evergreen AcceleraPCI upgrade platform, REFUND the then current value of the Evergreen AcceleraPCI upgrade platform. THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER STATE LAW, APPLY ONLY TO THE ORIGINAL PURCHASER OF THE EVERGREEN ACCELERAPCI UPGRADE PLATFORM AND LAST ONLY FOR AS LONG AS SUCH PURCHASER CONTINUES TO OWN THE PRODUCT. This limited warranty does not cover damages due to external causes, including accident, problems with electrical power, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing. If you do not wish to install the Evergreen AcceleraPCI upgrade platform yourself, you should have the vendor from whom you purchased the product install it.

How to Obtain Warranty Service

To obtain warranty service, you must first obtain authorization to return the product to Evergreen. Upon verification by Evergreen technical support department that the Evergreen AcceleraPCI upgrade platform is or may be defective, you will be issued a Return Material Authorization (RMA) number. When you return the Evergreen AcceleraPCI upgrade platform to Evergreen, you must include the RMA number on the outside of the package. Evergreen will not accept any returned product that does not have an authorized RMA number on the package. If you return the Evergreen AcceleraPCI upgrade platform to Evergreen, you must assume the risk of damage or loss during shipping. You must use the original packaging or the equivalent, and you must pay the postage. Evergreen will require you to verify that you are the original end user purchaser of the Evergreen AcceleraPCI upgrade platform with proof of purchase. Evergreen may elect at its sole discretion to replace or repair the Evergreen AcceleraPCI upgrade platform with either a new or reconditioned product. If Evergreen elects to exchange the product, the returned product shall become Evergreen's property. The replacement product is warranted under this written warranty and is subject to the same limitations and exclusions for the remainder of the original warranty.

Warranty Limitations and Exclusions

These warranties replace all other warranties, express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Evergreen makes no expressed warranty beyond those stated here. Evergreen disclaims all other warranties, express or implied including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Some jurisdictions do not allow the exclusion of implied warranties so this limitation may not apply to you.

Limitations of Liability

Evergreen's responsibility under this, or any other warranty, implied or express, is limited to repair, replacement or refund, as set forth above. These remedies are the sole and exclusive remedies for any breach of warranty. Evergreen is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory including, but not limited to, lost profits, downtime, goodwill, damage to or replacement of equipment and property, and any costs of recovering, reprogramming, or reproducing any program or data stored in or used with a system containing your Evergreen AcceleraPCI upgrade platform. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. Keep your original invoice for the product. Please follow the Owner Registration instructions to register your Evergreen AcceleraPCI upgrade platform.